

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
1:25-cv-00391-CCE-LPA**

JOSHUA STOW, SHARONE BUNN,
AND TIARA LOFTON, individually and
behalf of all others similarly situated,

Plaintiffs,

v.

ACTIVEHOURS, INC. d/b/a EARNIN,

Defendant.

**DECLARATION OF JULIEN ALTIERI
IN SUPPORT OF MOTION TO
COMPEL ARBITRATION**

I, Julien Altieri, declare:

1. I am currently employed by Activehours, Inc. d/b/a Earnin (“EarnIn”) as a Senior Staff Product Manager. I have worked at EarnIn since May 2019. At EarnIn, I have worked on several projects relating to EarnIn’s products, and have been tasked with EarnIn’s user onboarding flow since January 1, 2022 to present, among other job responsibilities.

2. As part of my job, I have personal knowledge of the sign-up process by which EarnIn users sign up for their accounts. I have also become personally familiar with EarnIn’s records relating to the way user account information is logged and stored in the ordinary course of business. I understand how to retrieve such records and information. I make the statements in this declaration based on my personal knowledge of the matters set forth herein and based upon my review of records maintained in the ordinary course of business. If called as a witness, I could and would testify competently to the matters stated herein.

3. I submit this declaration in support of EarnIn’s Motion to Compel Arbitration in the above action.

EarnIn and the EarnIn App

4. EarnIn is a financial technology company that operates an online platform and mobile application, the EarnIn App. EarnIn offers users several products, including the “Cash Out” product that provides users with access to a portion of their earned but unpaid wages.

5. To become a registered EarnIn user and use EarnIn’s services, an individual must sign up for an EarnIn account. As of 2021-2023, to sign up for an EarnIn account, an individual provides their contact information and agrees to comply with EarnIn’s terms of service governing use of the EarnIn platform (the “EarnIn Terms of Service”), among other agreements. An individual must agree to EarnIn’s terms before sharing any bank account or financial information or using any of EarnIn products and services.

6. As described in more detail below, EarnIn’s Terms of Service are presented and made available to users in the EarnIn App and on the EarnIn website via a sign-up flow that provides a hyperlink to the Terms of Service and requires users to click (or tap a button on a mobile device) to manifest acceptance of EarnIn’s Terms of Service upon account creation.

7. EarnIn maintains records of when EarnIn users create EarnIn accounts via the sign-up flows described below.

8. I have reviewed the EarnIn account information and records for Plaintiffs that are kept in EarnIn’s ordinary course of business (the “Records”). Included in these Records is information related to (1) the dates Plaintiffs signed up for their EarnIn accounts, (2) the EarnIn sign-up flow in place when Plaintiffs created accounts in 2021-2023, (3) the dates Plaintiffs received Cash Outs, and (4) the Cash Out sign-up flow in place from 2022 to the present.

Plaintiffs Agreed to EarnIn’s Terms of Service when they Created Their Accounts

9. Like all users of EarnIn, Plaintiffs Joshua Stow, Sharone Bunn, and Tiara Lofton

signed up for EarnIn accounts and agreed to the EarnIn Terms of Service when they signed up for their EarnIn accounts.

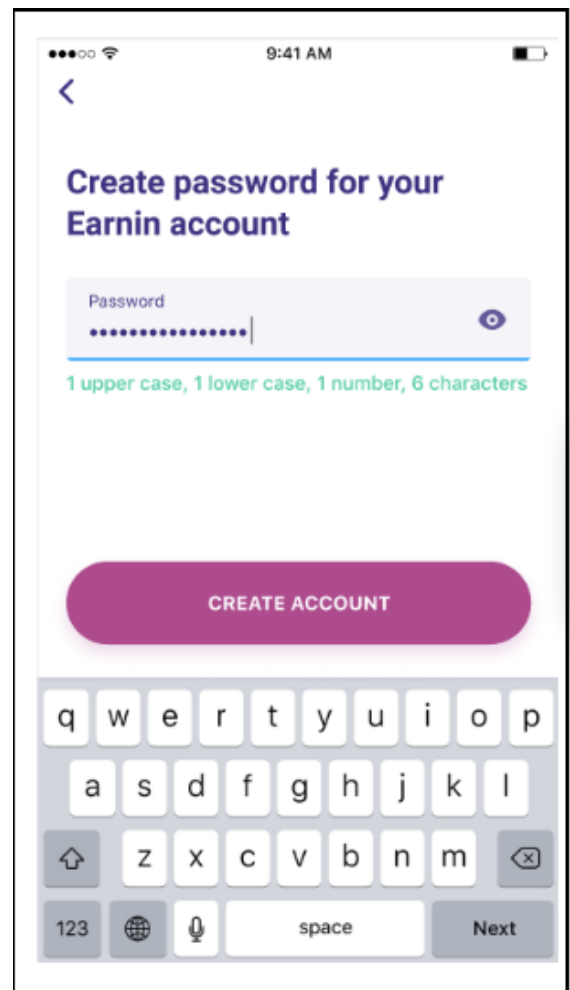
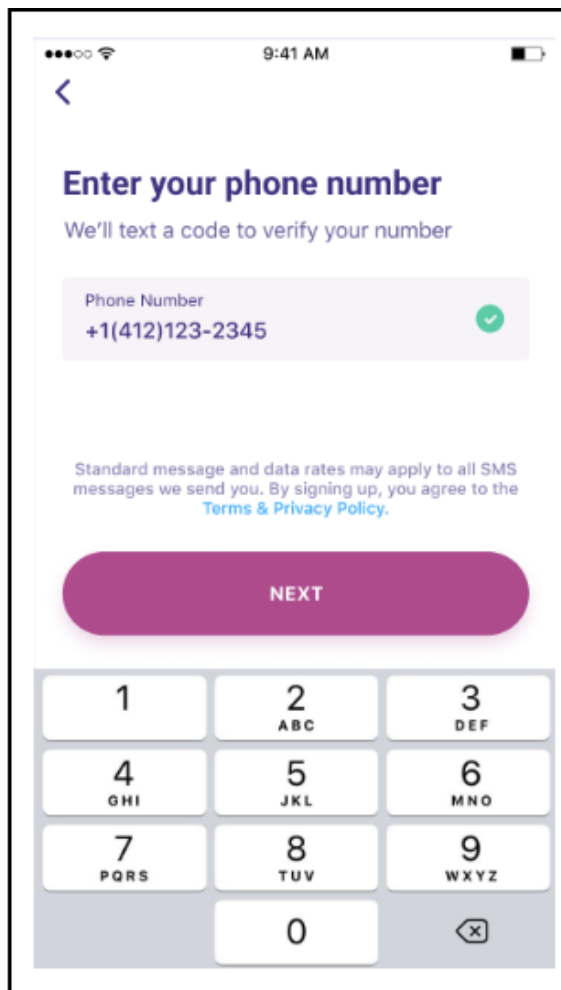
Sharone Bunn and Joshua Stow

10. EarnIn's Records show that Plaintiff Bunn created an EarnIn account on February 9, 2022 on an LGE Android 10 phone, and Plaintiff Stow created an EarnIn account on October 26, 2022 on an iPhone 15.¹

11. When Plaintiffs Bunn and Stow signed up for their accounts in 2022, they were required to enter their phone numbers in the dialogue box and then clicked the "Next" button to proceed through the sign-up flow. As pictured below, immediately above the "Next" button that Plaintiffs Bunn and Stow clicked, the EarnIn App presented the following text: "Message and data rates apply to all SMS messages we send you. ***By signing up, you agree to the Terms & Privacy Policy.***" (emphasis added). The phrase "Terms & Privacy Policy" included hyperlinks to the relevant agreements, highlighted in light blue text to distinguish from the surrounding dark purple text. After clicking the "Next" button, Plaintiffs Bunn and Stow verified their phone numbers, entered their names and emails, and clicked the "Create Account" button.

12. A true and correct screenshot of the iPhone version of EarnIn's sign-up flow that Plaintiffs Bunn and Stow completed in 2022 to create their accounts are attached hereto as **Exhibit A**, and displayed here:

¹ Plaintiff Stow also created an earlier separate account on September 21, 2018, and Plaintiff Bunn created separate accounts on May 3, 2019 and June 25, 2021, both of which Plaintiffs have since deleted.



13. The sign-up flow is the same for iPhone and Android users, subject to minor design differences due to the implementation on different technical operating systems, such as spacing and alignments, which are tested to ensure similar readability.

14. For Plaintiffs Bunn and Stow, the “Terms” referenced in the **Exhibit A** screenshots hyperlinked directly to the EarnIn Terms of Service in place from September 22, 2021 to October 30, 2022 (“September 2021 TOS”).

Tiara Lofton

15. EarnIn’s Records show that Plaintiff Lofton created her EarnIn account on May 2, 2023 using a Samsung Android device through EarnIn’s website. When Plaintiff Lofton created

her account, EarnIn's sign-up screen prompted Lofton to enter her name, phone number, email, select a password, and click the "Create Account" button. As pictured below, immediately below the "Create Account" button Plaintiff Lofton clicked at sign-up, she was presented with text reading, "By continuing, you're agreeing to receive email marketing from EarnIn. You're also agreeing to EarnIn's Terms of Service and Privacy Policy." The phrase "Terms of Service and Privacy Policy" included hyperlinks to the relevant agreements, with underlining to distinguish from the surrounding text.

16. A true and correct screenshot of EarnIn's sign-up that Plaintiff Lofton completed in 2023 when creating her account is attached hereto as **Exhibit B**, and displayed here:



Join over 1 million community members¹

Almost done! Finish setting up your account with Earnin.

CREATE ACCOUNT

By continuing, you're agreeing to receive email marketing from Earnin. You're also agreeing to Earnin's [Terms of Service](#) and [Privacy Policy](#).

¹Internal analysis conducted by Earnin in January 2021, represents total users who cashed out at least once from January 1 to December 31, 2020.

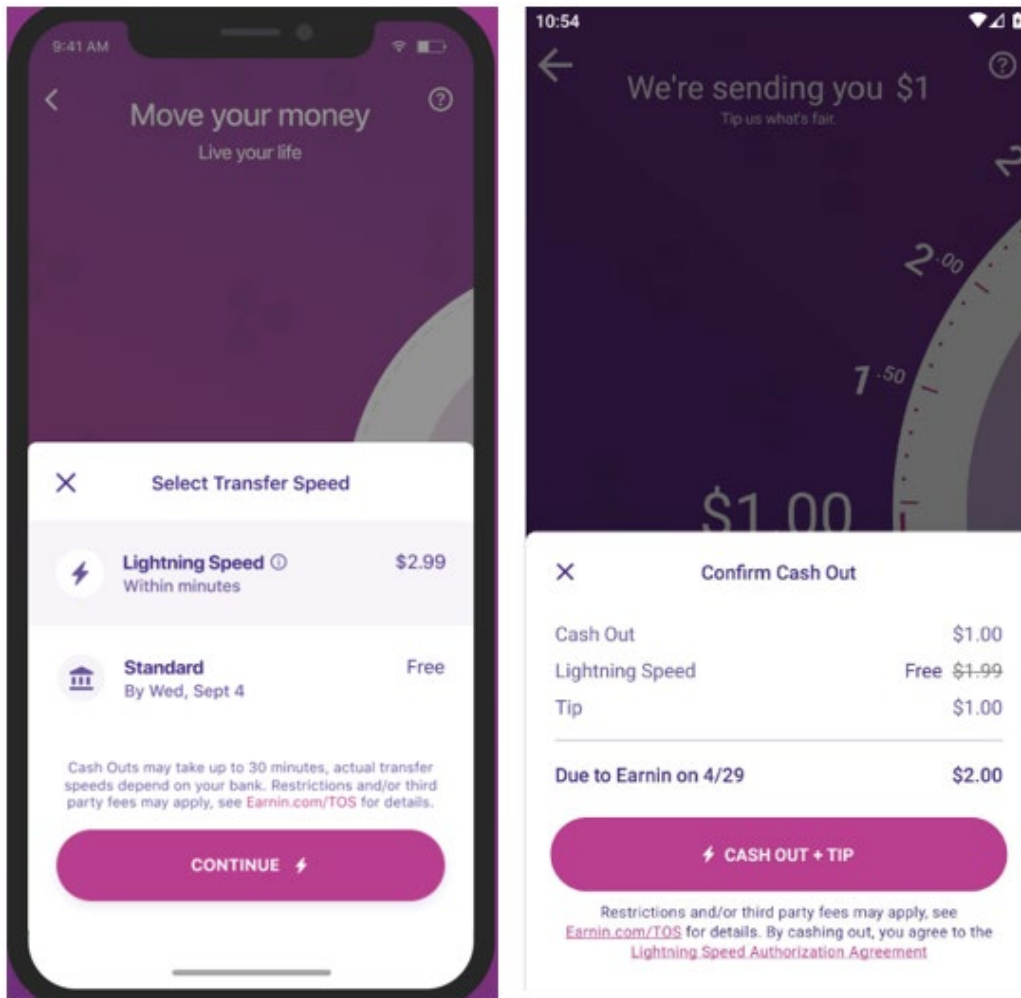


17. For Plaintiff Lofton, the “General Terms of Service” referenced in the **Exhibit B** screenshot hyperlinked directly to the EarnIn Terms of Service in place from April 10, 2023 to November 22, 2023 (“April 2023 TOS”).

EarnIn Provides Notice of EarnIn’s Terms of Service with Each Cash Out

18. As Plaintiffs continued to use EarnIn’s services, EarnIn’s Records show that EarnIn presented Plaintiffs with hyperlinks to EarnIn’s Terms of Service before they obtained a Cash Out starting on November 22, 2022. These hyperlinks to EarnIn’s Terms of Service were presented twice to Plaintiffs during each Cash Out transaction—once when Plaintiffs were prompted to “select transfer speed,” and again when presented with the Cash Out confirmation screen. The hyperlinks were highlighted in pink text distinguished from the surrounding purple text.

19. True and correct screenshots of EarnIn’s transfer speed and cash out confirmation screens (or substantially similar, based on minor design differences) that the Plaintiffs would have interacted with from November 22, 2022 to present are attached hereto as **Exhibit C** and displayed here:



Plaintiff Stow's Continued Notice of EarnIn's Terms of Service Through Cash Outs

20. Plaintiff Stow's Cash Out transaction records show that he received 222 Cash Outs between September 4, 2019 and April 10, 2025. 52 of those transactions occurred when the above screens were effective after November 2022. Because EarnIn presented users with hyperlinks to the Terms of Service twice for each Cash Out obtained from November 22, 2022 onward, this means that Plaintiff Stow was presented with EarnIn's Terms of Service 104 times throughout his use of the EarnIn app.

Plaintiff Bunn's Continued Notice of EarnIn's Terms of Service Through Cash Outs

21. Plaintiff Bunn's Cash Out transaction records show that she received a total of 24 Cash Outs from May 13, 2019 through August 4, 2023—8 of which occurred after November 22, 2022. Because EarnIn presented users with hyperlinks to the Terms of Service twice for each Cash Out obtained from November 22, 2022 onward, this confirms that Plaintiff Bunn was presented with EarnIn's Terms of Service 16 times throughout her use of the EarnIn app.

Plaintiff Lofton's Continued Notice of EarnIn's Terms of Service Through Cash Outs

22. Plaintiff Lofton's Cash Out transaction records show that she received a total of 11 Cash Outs from July 7, 2023 to December 13, 2023. Because EarnIn presented users with hyperlinks to the Terms of Service twice for each Cash Out obtained from November 22, 2022 onward, this confirms that Plaintiff Lofton was presented with EarnIn's Terms of Service 22 times throughout her use of the EarnIn app.

I declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information, and belief. Executed on this 17th day of July, 2025 in Mountain View, CALIFORNIA.

/s/ 
Julien Altieri

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing was electronically filed on this day with the Clerk of Court using the CM/ECF system which will automatically send notice of the same addressed to all counsel of record.

This the 17th day of July, 2025.

/s/ Stephen V. Carey

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